

TRANSFER CERTIFICATE AND LENDER ACCESSION UNDERTAKING

To: JPMorgan Europe Limited as Agent and as Security Trustee

From: Tara Hill B.V. (the Existing Lender) and Lehman Commercial Paper Inc., UK Branch (the New Lender)

Date: September \_\_, 2008

BCM Ireland Holdings Limited – Senior Facilities Agreement  
dated 22 May 2006, as amended pursuant to an amendment and restatement  
agreement dated 16 August 2006 (the "Facilities Agreement")

1. We refer to the Facilities Agreement and to the Intercreditor Agreement (as defined in the Facilities Agreement). This agreement (the "Agreement") shall take effect as a Transfer Certificate and Lender Accession Undertaking for the purpose of the Facilities Agreement and as a Lender Accession Undertaking for the purposes of the Intercreditor Agreement (and as defined therein). Terms defined in the Facilities Agreement have the same meaning in this Agreement unless given a different meaning in this Agreement.

2. We refer to Clause 29.5(Procedure for transfer) of the Facilities Agreement:

(a) The Existing Lender and the New Lender agree to the Existing Lender transferring to the New Lender by novation all or part of the Existing Lender's Commitment, rights and obligations referred to in the Schedule in accordance with Clause 29.5 (Procedure for transfer).

(b) The proposed Transfer Date is September \_\_, 2008.

(c) The Facility Office and address, fax number and attention details for notices of the New Lender for the purposes of Clause 36.2 (Addresses) are set out in the Schedule.

3. The New Lender expressly acknowledges the limitations on the Existing Lender's obligations set out in paragraph (c) of Clause 29.4 (Limitation of responsibility of Existing Lenders).

4. The New Lender confirms that the person beneficially entitled to interest payable to that Lender in respect of an advance under a Finance Document is a Qualifying Lender.

5. We refer to clause 27.3 (Change of Senior Lender or Subordinated Lender) of the Intercreditor Agreement:

(a) In consideration of the New Lender being accepted as a Senior Lender for the purposes of the Intercreditor Agreement (and as defined therein), the New Lender confirms that, as from September \_\_, 2008, it intends to be party to the Intercreditor Agreement as a Senior Lender, and undertakes to perform all the obligations expressed in the Intercreditor Agreement to be assumed by a Senior Lender and agrees that it shall be bound by all the provisions of the Intercreditor Agreement, as if it had been an original party to the Intercreditor Agreement.

(b) The undertakings contained in this Agreement have been entered into on the date stated above.

6. This Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

7. This Agreement is governed by and construed in accordance with English law.

THE SCHEDULE  
Commitment/rights and obligations to be transferred

Facility Transferred	Total for all Lenders	Amount Transferred
Facility B	EUR 1,250,000,000.00	EUR 750,000.00
Facility C	EUR 1,250,000,000.00	EUR 750,000.00

The Facility Office address, fax number, attention details for notices and account details for payments are as previously notified to the Agent.

EXISTING LENDER

TARA HILL B.V., as Existing Lender

By: Mary Daly  
Name: MARY DALY  
Title: AUTHORISED SIGNATORY.

NEW LENDER

LEHMAN COMMERCIAL PAPER INC., UK  
BRANCH, as New Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

This Agreement is accepted as a Transfer Certificate and  
Lender Accession Undertaking for the purposes of the  
Facilities Agreement by the Agent, and as a Lender Accession  
Undertaking for the purposes of the Intercreditor Agreement  
by the Agent and the Security Trustee, and the Transfer Date  
is confirmed as September \_\_, 2008.

J.P. MORGAN EUROPE LIMITED, as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

J.P. MORGAN EUROPE LIMITED, as Security Trustee

By: N.A.  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TRANSFER CERTIFICATE AND LENDER ACCESSION UNDERTAKING

To: JPMorgan Europe Limited as Agent and as Security Trustee

From: Lehman Commercial Paper Inc., UK Branch (the Existing Lender) and Tara Hill B.V. (the New Lender)

Date: September \_\_, 2008

BCM Ireland Holdings Limited – Senior Facilities Agreement  
dated 22 May 2006, as amended pursuant to an amendment and restatement  
agreement dated 16 August 2006 (the "Facilities Agreement")

1. We refer to the Facilities Agreement and to the Intercreditor Agreement (as defined in the Facilities Agreement). This agreement (the "Agreement") shall take effect as a Transfer Certificate and Lender Accession Undertaking for the purpose of the Facilities Agreement and as a Lender Accession Undertaking for the purposes of the Intercreditor Agreement (and as defined therein). Terms defined in the Facilities Agreement have the same meaning in this Agreement unless given a different meaning in this Agreement.
2. We refer to Clause 29.5(Procedure for transfer) of the Facilities Agreement:
  - (a) The Existing Lender and the New Lender agree to the Existing Lender transferring to the New Lender by novation all or part of the Existing Lender's Commitment, rights and obligations referred to in the Schedule in accordance with Clause 29.5 (Procedure for transfer).
  - (b) The proposed Transfer Date is September \_\_, 2008.
  - (c) The Facility Office and address, fax number and attention details for notices of the New Lender for the purposes of Clause 36.2 (Addresses) are set out in the Schedule.
3. The New Lender expressly acknowledges the limitations on the Existing Lender's obligations set out in paragraph (c) of Clause 29.4 (Limitation of responsibility of Existing Lenders).
4. The New Lender confirms that the person beneficially entitled to interest payable to that Lender in respect of an advance under a Finance Document is a Qualifying Lender.
5. We refer to clause 27.3 (Change of Senior Lender or Subordinated Lender) of the Intercreditor Agreement:
  - (a) In consideration of the New Lender being accepted as a Senior Lender for the purposes of the Intercreditor Agreement (and as defined therein), the New Lender confirms that, as from September \_\_, 2008, it intends to be party to the Intercreditor Agreement as a Senior Lender, and undertakes to perform all the obligations expressed in the Intercreditor Agreement to be assumed by a Senior Lender and agrees that it shall be bound by all the provisions of the Intercreditor Agreement, as if it had been an original party to the Intercreditor Agreement.
  - (b) The undertakings contained in this Agreement have been entered into on the date stated above.
6. This Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

7. This Agreement is governed by and construed in accordance with English law.

THE SCHEDULE

Commitment/rights and obligations to be transferred

Facility Transferred	Total for all Lenders	Amount Transferred
Facility A	EUR 650,000,000.00	EUR 1,500,000.00

The Facility Office address, fax number, attention details for notices and account details for payments are as previously notified to the Agent.

EXISTING LENDER

LEHMAN COMMERCIAL PAPER INC., UK  
BRANCH, as Existing Lender

NEW LENDER

TARA HILL B.V., as New Lender

By: \_\_\_\_\_

Name:

Title:

By:

Name:

Title:

*Mary Daly*

MARY DALY

AUTHORISED SIGNATORY.

This Agreement is accepted as a Transfer Certificate and  
Lender Accession Undertaking for the purposes of the  
Facilities Agreement by the Agent, and as a Lender Accession  
Undertaking for the purposes of the Intercreditor Agreement  
by the Agent and the Security Trustee, and the Transfer Date  
is confirmed as September \_\_, 2008.

J.P. MORGAN EUROPE LIMITED, as Agent

By: \_\_\_\_\_

Name:

Title:

J.P. MORGAN EUROPE LIMITED, as Security Trustee

N.A.

By:

Name:

Title: